

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X

GEORGE T. CHIUNGOS and CARA D'ARCO
individually and on behalf of other persons similarly
situated who were employed by NEW WORLD
ASSOCIATES PROPERTY & CASUALTY, INC.
d/b/a NEW WORLD ASSOCIATES and/or any
other entities affiliated with or controlled by NEW
WORLD ASSOCIATES PROPERTY &
CASUALTY, INC. d/b/a NEW WORLD
ASSOCIATES,

Case No.: 10-CV-04883
(MKB) (WDW)

Plaintiffs,

v.

NEW WORLD ASSOCIATES PROPERTY &
CASUALTY, INC. d/b/a NEW WORLD
ASSOCIATES and/or any other entities affiliated
with or controlled by NEW WORLD ASSOCIATES
PROPERTY & CASUALTY, INC d/b/a NEW
WORLD ASSOCIATES; and ROBERT J. SMITH,
Defendants.

-----X

STIPULATION OF FINAL DISMISSAL WITH PREJUDICE

IT IS HEREBY STIPULATED AND AGREED by and between the Parties in the above
captioned action, through their undersigned counsel, that in accordance with Rule 41 of the
Federal Rules of Civil Procedure, the action be dismissed with prejudice against Defendants,
with no award of attorneys' fees or costs by the Court to any party (other than those specified in
the Settlement Agreements). The Court shall retain jurisdiction over the Settlement Agreements
resolving this action.

August ___, 2012

Virginia & Ambinder, LLP

Kara Miller

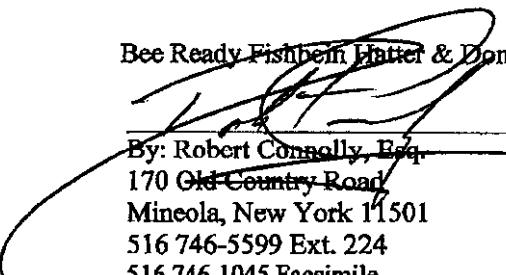
By: Kara Miller, Esq.
111 Broadway, Suite 1403
New York, New York 10006
Tel: (212) 943-9080
Fax: (212) 943-9082
kmiller@vandalp.com

And

Jeffrey Brown, Esq.
Leeds Morelli & Brown, P.C.
One Old Country Road - Suite 347
Carle Place, NY 11514
Tel: (516) 873-9550

Attorneys for Plaintiffs

Bee Ready Fishbein Hatter & Donovan, LLP


By: Robert Connolly, Esq.
170 Old Country Road
Mineola, New York 11501
516 746-5599 Ext. 224
516 746-1045 Facsimile
rconnolly@beereadylaw.com
Attorneys for Defendants

s/ MKB

So Ordered:

Honorable Margo K. Brodie, U.S.D. J.

8/20/12

34. If any provision of this Agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions shall not be affected and shall be otherwise enforceable to the full extent of the law.

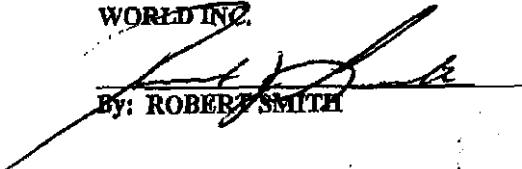
IN WITNESS WHEREOF, the Parties intending to be legally bound and for the consideration set forth in this Agreement, sign below:

Dated: August 8, 2012


STUART BRANDES

Dated: August 17, 2012

NEW WORLD ASSOCIATES PROPERTY & CASUALTY, INC. d/b/a NEW WORLD ASSOCIATES and/or any other entities affiliated with or controlled by NEW WORLD ASSOCIATES PROPERTY & CASUALTY, INC d/b/a NEW WORLD ASSOCIATES NEW WORLD INC.


By: ROBERT SMITH

Dated: August 17, 2012

ROBERT SMITH, INDIVIDUALLY


ROBERT SMITH

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IN WITNESS WHEREOF, the Parties intending to be legally bound and for the consideration set forth in this Agreement, sign below:

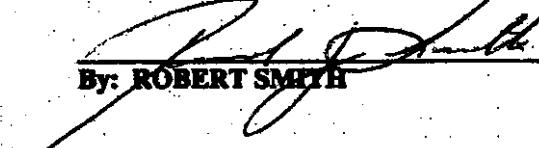
Dated: August 7, 2012



GREG COLONNA

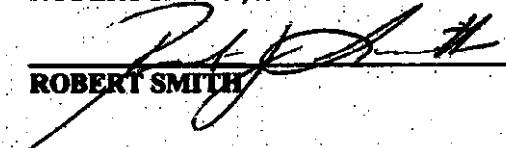
Dated: August 17, 2012

NEW WORLD ASSOCIATES PROPERTY & CASUALTY, INC. d/b/a NEW WORLD ASSOCIATES and/or any other entities affiliated with or controlled by NEW WORLD ASSOCIATES PROPERTY & CASUALTY, INC. d/b/a NEW WORLD ASSOCIATES NEW WORLD INC.


By: **ROBERT SMITH**

Dated: August 17, 2012

ROBERT SMITH, INDIVIDUALLY


ROBERT SMITH

IN WITNESS WHEREOF, the Parties intending to be legally bound and for the consideration set forth in this Agreement, sign below:

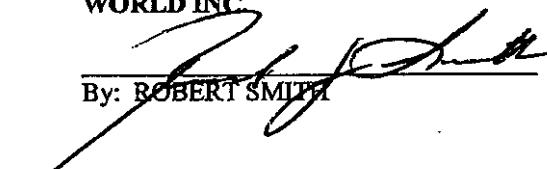
Dated: August 2nd, 2012



LORINA LANA

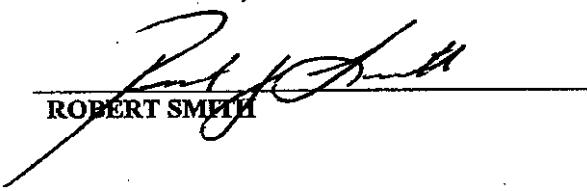
Dated: August 17, 2012

NEW WORLD ASSOCIATES PROPERTY & CASUALTY, INC. d/b/a NEW WORLD ASSOCIATES and/or any other entities affiliated with or controlled by NEW WORLD ASSOCIATES PROPERTY & CASUALTY, INC d/b/a NEW WORLD ASSOCIATES NEW WORLD INC

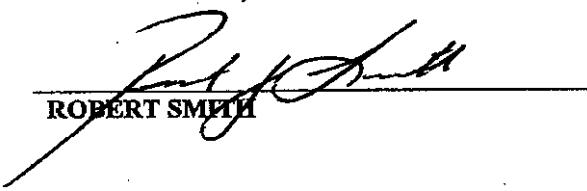


By: ROBERT SMITH

Dated: June 17, 2012



ROBERT SMITH, INDIVIDUALLY



ROBERT SMITH

IN WITNESS WHEREOF, the Parties intending to be legally bound and for the consideration set forth in this Agreement, sign below:

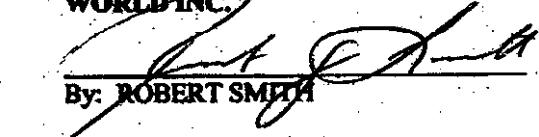
Dated: August 2, 2012



KIM REINA

Dated: August 17, 2012

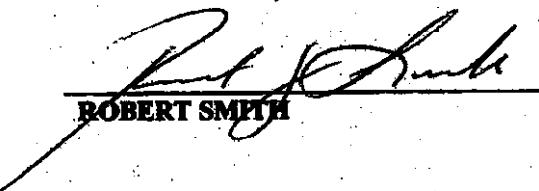
NEW WORLD ASSOCIATES PROPERTY & CASUALTY, INC. d/b/a NEW WORLD ASSOCIATES and/or any other entities affiliated with or controlled by NEW WORLD ASSOCIATES PROPERTY & CASUALTY, INC d/b/a NEW WORLD ASSOCIATES NEW WORLD INC.



By: ROBERT SMITH

Dated: Aug 17, 2012

ROBERT SMITH, INDIVIDUALLY



ROBERT SMITH

any conflict of laws provision. Any action to enforce or interpret the terms of this Agreement shall only be brought and maintained in the State of New York.

34. If any provision of this Agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions shall not be affected and shall be otherwise enforceable to the full extent of the law.

IN WITNESS WHEREOF, the Parties intending to be legally bound and for the consideration set forth in this Agreement, sign below:

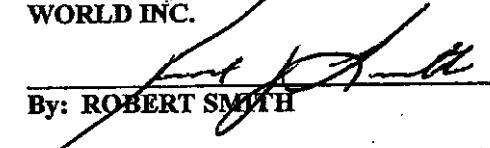
Dated: August 17, 2012



ROBERT BELVEDERE

Dated: August 17, 2012

NEW WORLD ASSOCIATES PROPERTY & CASUALTY, INC. d/b/a NEW WORLD ASSOCIATES and/or any other entities affiliated with or controlled by NEW WORLD ASSOCIATES PROPERTY & CASUALTY, INC d/b/a NEW WORLD ASSOCIATES NEW WORLD INC.


By: ROBERT SMITH

Dated: August 17, 2012

ROBERT SMITH, INDIVIDUALLY


ROBERT SMITH

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IN WITNESS WHEREOF, the Parties intending to be legally bound and for the consideration set forth in this Agreement, sign below:

Dated: August 10, 2012



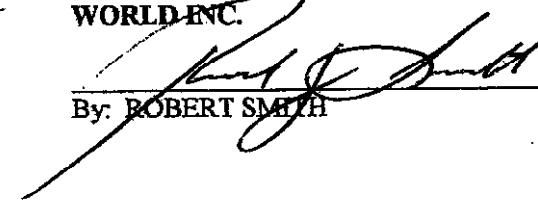
PATRICIA CONNELLY

Dated: August 10, 2012

NEW WORLD ASSOCIATES PROPERTY & CASUALTY, INC. d/b/a NEW WORLD ASSOCIATES and/or any other entities affiliated with or controlled by NEW WORLD ASSOCIATES PROPERTY & CASUALTY, INC d/b/a NEW WORLD ASSOCIATES NEW WORLD INC.

By: ROBERT SMITH

Dated: June, 2012



ROBERT SMITH, INDIVIDUALLY

ROBERT SMITH

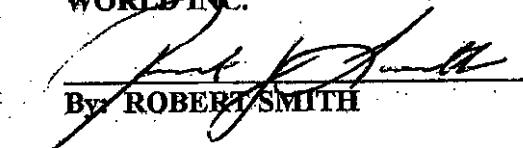
IN WITNESS WHEREOF, the Parties intending to be legally bound and for the consideration set forth in this Agreement, sign below:

Dated: August 4, 2012

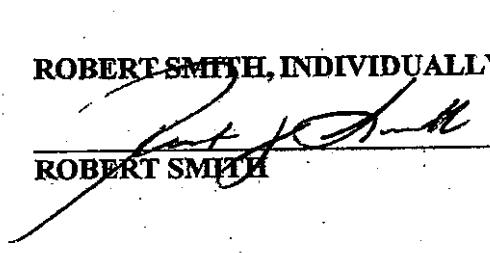

CRAIG DIXON

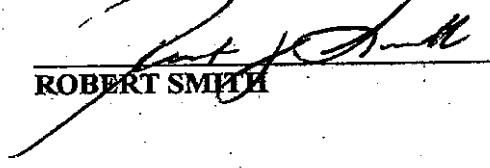
Dated: August 17, 2012

NEW WORLD ASSOCIATES PROPERTY & CASUALTY, INC. d/b/a NEW WORLD ASSOCIATES and/or any other entities affiliated with or controlled by NEW WORLD ASSOCIATES PROPERTY & CASUALTY, INC d/b/a NEW WORLD ASSOCIATES NEW WORLD INC.


By ROBERT SMITH

Dated: August 17, 2012

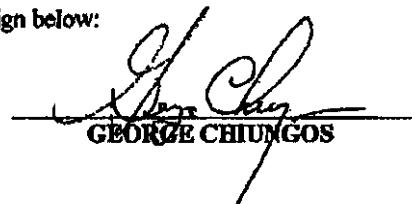

ROBERT SMITH, INDIVIDUALLY


ROBERT SMITH

34. If any provision of this Agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions shall not be affected and shall be otherwise enforceable to the full extent of the law.

IN WITNESS WHEREOF, the Parties intending to be legally bound and for the consideration set forth in this Agreement, sign below:

Dated: August 6, 2012



GEORGE CHIUNGOS

Dated: August 11, 2012

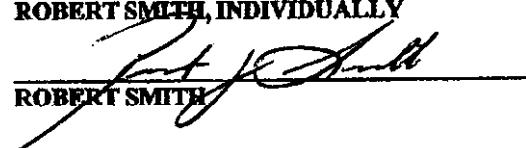
NEW WORLD ASSOCIATES PROPERTY & CASUALTY, INC. d/b/a NEW WORLD ASSOCIATES and/or any other entities affiliated with or controlled by NEW WORLD ASSOCIATES PROPERTY & CASUALTY, INC d/b/a NEW WORLD ASSOCIATES NEW WORLD INC.



By: ROBERT SMITH

Dated: August 12, 2012

ROBERT SMITH, INDIVIDUALLY



ROBERT SMITH

IN WITNESS WHEREOF, the Parties intending to be legally bound and for the consideration set forth in this Agreement, sign below:

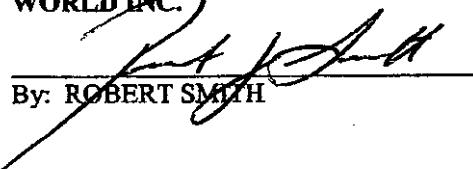
Dated: August 2, 2012



CARA D'ARCO

Dated: August 17, 2012

NEW WORLD ASSOCIATES PROPERTY & CASUALTY, INC. d/b/a NEW WORLD ASSOCIATES and/or any other entities affiliated with or controlled by NEW WORLD ASSOCIATES PROPERTY & CASUALTY, INC d/b/a NEW WORLD ASSOCIATES NEW WORLD INC.



By: ROBERT SMITH

Dated: June 16, 2012

ROBERT SMITH, INDIVIDUALLY



ROBERT SMITH